

**CITY OF BRIDGEPORT
ECONOMIC AND COMMUNITY DEVELOPMENT
AND ENVIRONMENT COMMITTEE
REGULAR MEETING
MARCH 19, 2013**

ATTENDANCE: Council Member M. Brantley, Co-Chair; Council Member L. Martinez, Co-Chair; Council Member J. Banta;
Council Member M. Lyons; Council Member W. Blunt

ALSO: Council Member S. Brannelly; Council Member A. dePara; R. Pacacha, Associate City Attorney; D. Kooris, Director OPED

OTHERS: Mary (?), Counsel, General Electric

CALL TO ORDER

Co-Chair Brantley called the meeting to order at 5:40 p.m. A quorum was present.

APPROVAL OF MINUTES

APPROVAL OF COMMITTEE MINUTES OF FEBRUARY 20, 2013 (REGULAR MEETING)

****COUNCIL MEMBER MARTINEZ MOVED TO APPROVE THE MINUTES OF FEBRUARY 20, 2013**

****COUNCIL MEMBER LYONS SECONDED**

****THE MOTION PASSED UNANIMOUSLY**

**34-12 Community Capital Fund, Inc. (Successor to Bridgeport
(Ref. Neighborhood Fund, Inc.) Request to Release Reverter on 107-109
#11-99) Columbia Street, 117 Columbia Street, 123-123 Columbia Street, 29
 Ridge Avenue (the "Properties").**

Mr. Ron Pacacha, Associate City Attorney appeared to speak on this item. He said that this involves the development of LMI housing on this property on Columbia Street. This was a derelict property the city foreclosed on and subsequently transferred to the Bridgeport Neighborhood Fund with a number of stipulations. One of those stipulations

was that it be turned into Cooperative style housing. BNF met all of the stipulations except for establishing it as a Co-op.

The Bridgeport Neighborhood Fund Inc. has now become Community Capital Fund, and they would like to transfer ownership of this property to Bridgeport Neighborhood Trust (BNT). BNT will continue to operate this as LMI rental housing.

Community Capital Fund, Inc. cannot make the legal transfer to BNT because the City has the right to take the property back because they did not meet all the stipulations, specifically forming the Cooperative. Community Capital Fund, Inc. is asking the city to waive their right to reclaim and agree to the transfer of this property to BNT. BNT will be forming a separate LLC, Villas LLC, to operate the property.

Mr. Banta asked how many units are on the property. Mr. Pacacha replied there are 10 rental units, which might make it too small to successfully form a Cooperative.

Ms. Brantley

Mr. Blunt asked the reason the property did not become a Co-op. Mr. Pacacha said he did not know the reason, but did say it is a long process, is very expensive, and this property is only 10 rental units.

Mr. dePara asked what the City is getting for what they are giving up. Mr. Pacacha stated the City is getting the continuation of a 10 unit building for Low/Moderate Income tenants, and allowing the transfer from one trusted organization to another trusted organization.

Ms. Martinez said there are many issues and questions that need to be answered and requested Community Capital and Bridgeport Neighborhood Trust appear to answer the questions.

****CO-CHAIR MARTINEZ MADE A MOTION TO TABLE ITEM 34-12 COMMUNITY CAPITAL FUND, INC. (SUCCESSOR TO BRIDGEPORT NEIGHBORHOOD FUND, INC.) REQUEST TO RELEASE REVERTER ON 107-109 COLUMBIA STREET, 117 COLUMBIA STREET, 123-123 COLUMBIA STREET, 29 RIDGE AVENUE (THE "PROPERTIES") UNTIL COMMUNITY CAPITAL FUND INC. AND BRIDGEPORT NEIGHBORHOOD TRUST CAN APPEAR TO ANSWER QUESTIONS FROM THE COMMITTEE.**

****COMMITTEE MEMBER BANTA SECONDED**

****THE MOTION PASSED UNANIMOUSLY**

35-12 Proposed Land Acquisition Agreement for a portion of the General Electric property located on Boston Avenue for the purpose of constructing a new high school.

D. Kooris, Director OPED came forward to present the project and confirmed that all members had a copy of the resolution and map.

He stated the City has been working hard to jump start Economic Development in the East of Bridgeport Corridor which runs between Steel Point and Lake Success and they are excited to propose building a new high school, replacing Harding High School, on a portion of the property currently owned by General Electric.

He added they have been working with GE to create a true school campus, something the current high school lacks. This proposed agreement sets the conditions for the transfer of the property for purpose of constructing that high school.

He reviewed the conditions starting on page 2 of the resolution.

1. The city has the ability to go on site and conduct environmental testing to insure the site meets the standards we require for our students.
2. The city needs to secure the funds and approvals necessary from the state. This is an already ongoing process. The City will have responsibility of preparing a site plan that includes location of buildings, fields and parking lots. This site plan must be approved by GE, as a component of the environmental approval process.
3. GE and the City would both do their pieces of the remediation. GE would be responsible for the removal of soils from the site according to the environmental consultants. The City is responsible for building the building as planned. The concrete and the foundation of the building is the final step in the remediation process.

Ms. Brannelly asked Mr. Kooris to repeat Condition #3. Mr. Kooris repeated the remediation conditions.

Ms. Brantley asked if the City is responsible for covering any environmental contaminants, as in the “cap” at the Raybestos property.

Mr. Kooris said no, that GE would be responsible for removing soils to meet standards set for a school, which is the same as residential standards, and that this is a higher standard than at a manufacturing site.

Ms. Martinez stated that GE will be responsible for cleaning/removing what is already there.

Ms. Brantley asked if GE is solely responsible for all environmental cleanup and getting the proper approvals for school construction. Mr. Kooris said that the actual school construction is the final step of the remediation process and in that way GE and the City are partners in the entire process.

Mr. Blunt asked who was responsible for additional testing of the site. Mr. Kooris said that GE have done comprehensive testing and has shared it with the City. The City will continue to do additional testing throughout the construction process.

Mr. Banta asked what contaminants have been found on the site, mindful of issues GE in other locations where contaminants have been dumped. Mr. Kooris said he cannot speak to the exact contaminants. He said there is a 'robust' public participatory process, with oversight by the DEP, whereby all exact details will be vetted and disclosed. Mary, Counsel for GE said that would happen in about 6 months, and that GE is in ongoing communication with CT DEP.

Mr. Kooris said that if anything happens in the course of the process then the transfer will not take place. He said all parties, being The City of Bridgeport, General Electric, The Bridgeport Board of Education and the State of CT DEP, have to sign off on the whole package with full knowledge of end use (school). If any of the agreed upon pieces does not fall in place then the agreement is null and void.

Mr. dePara asked the estimated dollars for testing. Mr. Kooris said he did not have an amount but they would be typical for any school construction. Mr. dePara said this is not a typical site. Mr. Kooris indicated it would be part of the school construction budget and in an \$80-90 Million project it might be in the tens of thousands. We would be doing isolated testing. Mr. dePara asked where the funds would be coming from and Mr. Kooris answered from the state.

Mr. dePara asked if any thought has been given to future long term monitoring costs. Mr. Kooris stated that his office is responsible for the land acquisition agreement portion, and not construction or monitoring.

Mr. Pacacha stated that typically long term monitoring is paid for by the property owner. Mary, Counsel for GE indicated there will not be long term monitoring because of the manner in which it way it will be remediated. The State will be requiring the maintenance of the school building.

Mr. dePara stated this is an important issue to be addressed for the health and well-being of future students, teachers, etc. using the building and property.

Ms. Lyons said that people used to fish on this property but no longer do because of the contaminated water. Mr. Kooris said the water will be remediated but it is not part of this school parcel. Mary, GE Counsel said the water is clear, but the sediment is contaminated and will be remediated.

Ms. Brannelly asked if GE is giving the City just this parcel which is 14 acres. Mr. Kooris replied yes. She asked what the plan was for the rest of the land.

Mr. Kooris indicated they are still working with GE on a strategy for the rest of the land and are optimistic for the future of the space. They did not want to hold up the school project waiting on other developments. They were extended discussions on which area of the parcel was appropriate for the school.

Ms. Brannelly asked how large the entire site was. Mr. Kooris said it is 77 acres, and 14 are going to the school. She asked if it was GE's goal to sell the balance to another developer or do they expect the City to purchase it. Mr. Kooris said GE does not expect the City to purchase the balance, and it will depend upon who is interested whether it will be sold or leased.

Mr. Blunt asked if fields and parking lots are included in the 14 acres. Mr. Kooris said they intend to include the school, a full size baseball field, football field with a track and bleacher, and the required parking lots.

Ms. Martinez said she thought the City was getting the whole parcel, and has some concern about what else would be located there and whether it would be kid friendly.

Mr. Kooris said the City will have tremendous control through Zoning and Planning that the City and GE will continue to partner on furthering development and the City has a unique opportunity in that we have received significant money to build this new campus for Harding. He cautioned against postponing this any longer while waiting for other tenants.

Mr. dePara asked about terms of the land disposition in reference to tax assessment, taxes, lease to buy?

Mr. Kooris said we do not want to take title to the property until the remediation is complete. Since the construction of the school is the final part of the remediation a sequence of events will happen resulting in the transfer. Once all conditions are met the sequence from lease to transfer is inevitable.

Mr. dePara said removing 20% of the site that is currently paying taxes will have an impact. Mr. Kooris said once the new school is opened the old Harding, 10 acres, will go back on the tax roll.

Ms. Lyons said future projects must mix well with a school. This is a big question before us and we must have our questions answered. In general when projects are coming before us and we have many questions and we are using up valuable time.

Mr. Blunt asked if there is a time sensitivity problem if we table.

Mr. Kooris said tabling it for one month should not be a problem. He encouraged all committee members to e-mail him all questions in preparation for the next meeting. Ms. Brannelly asked if tax questions can be included for discussion and he replied yes.

****CO-CHAIR MARTINEZ MADE A MOTION TO TABLE ITEM 35-12 PROPOSED LAND ACQUISITION AGREEMENT FOR A PORTION OF THE GENERAL ELECTRIC PROPERTY LOCATED ON BOSTON AVENUE FOR THE PURPOSE OF CONSTRUCTING A NEW HIGH SCHOOL.**

The committee will provide a list of questions to be addressed and answered at the next scheduled meeting of the committee.

****COMMITTEE MEMBER LYONS SECONDED**

****THE MOTION PASSED UNANIMOUSLY**

****COMMITTEE MEMBER LYONS MADE A MOTION TO ADJOURN**

****CO-CHAIR MARTINEZ SECONDED**

****THE MOTION PASSED UNANIMOUSLY**

Meeting was adjourned at 6:50 p.m.

Jill Kuzmich
Telesco Secretarial Services